BILL NO. S-87-05-06

SPECIAL ORDINANCE NO. S-131-87

AN ORDINANCE approving the Water Contract No. 87-01 - Belle Vista Blvd. - Gates Water Main Replacement, between Bercot, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Water Contract No. 87-01 - Belle Vista Blvd. - Gates Water Main Replacement, by and between Bercot, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> this Water Contract is necessary to install 1,875± L.F. of 6" ductile iron water main as follows: On Belle Vista Blvd., beginning at a point 250± feet west of Old Trail Road, westward to Gates Drive. On Gates Drive from Belle Vista Blvd. north to its terminus;

the Water Contract price is Seventy-Five Thousand Three Hundred Forty-Three and 50/100 Dollars ($75,343.50), all as more particularly set forth in said Water Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein; made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Water Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Charles B. Redd
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____.M.,E.S.T.

DATE: 5-12-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd seconded by Eisbart, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY				✓	
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-26-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (~~RESOLUTION~~) NO. D-131-87 on the 26th day of May, 19 87,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of May, 19 87, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 19 87, at the hour of 1:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: BELLE VISTA BLVD. - GATES DRIVE WATER MAIN REPLACEMENT

CONTRACT#: 87-01

RESOLUTION # ---

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X	S2-3	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
X		Plans and Specifications
X		Drawings
X	S4	NOTES 1 AND 2
X	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

X		Anti-Apartheid Ordinance
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance and Guaranty Bond
X		State Board of Accounts Form 96A
X		Certificate in Lieu of Form 96A
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.)
X		CERTIFICATION OF NON-SEGRETATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days ____ %	20 Calendar Days ____ %	30 Calendar Days ____ %	Other ____ %

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * * * *

BID SUBMITTED BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

CONTRACTOR BY: [signature]

ITS: PRESIDENT

OFFER DATE: APR 22 1987

BIDDER AGREES TO KEEP BID OPEN FOR ACCEPTANCE FOR _____ (90 days unless otherwise specified)

COMPLIANCE: Don Barney 4/22/87
O.C. 6/86

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

[signature]

[signature]

[signature]

CITY OF FORT WAYNE
MAYOR

[signature]

AWARD DATE: 4/29/87

BERCOT, INC. CORPORATE SEAL

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

DATE

NOTICE TO CONTRACTORS

Notice is hereby given by the Board of Public Works and Safety of the City of Fort Wayne, Indiana, that sealed proposals will be received by the Board at its Office in the City-County Building, on Wednesday, April 22, 1987, at 9:00 a.m., Eastern Standard Time, for the following:

WATER CONTRACT NO. 87-01

BELLE VISTA BLVD. - GATES DRIVE WATER MAIN REPLACEMENT

For the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 1,875± L.F. of 6" ductile iron water main as follows:

> On Belle Vista Blvd., beginning at a point 250± feet west of Old Trail Road, westward to Gates Drive. On Gates Drive from Belle Vista Blvd., north to its terminus.

All in accordance with the specifications and Drawing No. Y-10617, Sheets 1 thru 4, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or Contract, or, who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or, who is a defaulter as to surety or otherwise, upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said specifications pursuant to submitting their bids, by paying $20.00 for each set of specs and plans, not refundable, at the Office of the Board of Public Works and Safety, Room 920, City-County Building.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

BARON R. BIEDENWEG
COSETTE R. SIMON
LAWRENCE D. CONSALVOS
BOARD OF PUBLIC WORKS AND SAFETY

ATTEST: HELEN V. GOCHENOUR, CLERK

PUBLISH: APRIL 3 AND APRIL 10, 1987, in both newspapers

ep

"NOTICE TO BIDDERS"

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

Documents required with each bid:

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities (Federally Assisted Projects Only)
4. Non-Collusion Affadivit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement (If Form 96-A has been submitted with previous bids.)
8. Anti-Apartheid Ordinance - (CERTIFICATION OF BIDDER/VENDOR)
9. Non-Segregated Facilities

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders recrod in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolitan Inc	Ft Wayne, IN.	Restoration & Cleanup
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Statewide Trucking	Ft Wayne, IN	Truck Rental & Trucking
2. J & L Trucking	Ft Wayne, IN	Truck Rental & Trucking
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____

_____

_____

_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____

_____

_____

(attach additional sheets as necessary)

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46803

Contractor BERCOT, INC. Contractor _____

By Steve Bercot By _____

Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____

_____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____

(attach additional sheets if necessary)

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

Contractor BERCOT, INC.

By Steve Bercot

Its PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☒ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on April 15, 1987 (date) at 10:00 a.m. (time), 7th Floor Conference Room (place) or at such date, time, and place as The Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☒ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 87-01

BELLE VISTA BLVD. - GATES DRIVE WATER MAIN REPLACEMENT

On Belle Vista Blvd., beginning at a point 250± feet west of Old Trail Road, westward to Gates Drive. On Gates Drive from Belle Vista Blvd., north to its terminus.

All work will be performed in accordance with: ~~Resolution~~/CONTRACT 87-01, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 60 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

SCHEDULE OF UNIT PRICES
CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

WATER CONTRACT NO. 87-01
BELLE VISTA BLVD. - GATES DRIVE WATER MAIN REPLACEMENT

ITEM	QUANTITY		DESCRIPTION	UNIT PRICE	EXTENSION
1.	1,875±	L.F.	CLASS #50 DUCTILE IRON WATER MAIN	19.50	36,562.50
2.	8	EA.	6" VALVE W/BOX	350.00	2800.00
3.	6	EA.	6" x 6" TEE	146.00	876.00
4.	1	EA.	6" x 90° ELL	100.00	100.00
5.	1	EA.	6" x 11¼° ELL	100.00	100.00
6.	3	EA.	TYPE III FIRE HYDRANT ASSEMBLY	1395.00	4185.00
7.	1	EA.	TYPE V FIRE HYDRANT ASSEMBLY	1170.00	1170.00
8.	225±	L.F.	ASPHALT STREET RESTORATION	25.00	5625.00
9.	175±	L.F.	ASPHALT DRIVE RESTORATION	23.00	4025.00
10.	40±	S.Y.	CONCRETE DRIVE RESTORATION	35.00	1400.00
11.	150±	L.F.	STONE SURFACE RESTORATION	5.00	750.00
12.	90±	S.F.	CONCRETE WALK REPLACEMENT	5.00	450.00
13.	1,400±	L.F.	GRASS AREA RESTORATION	1.50	2100.00
14.	38±	EA.	3/4" WATER SERVICE CONNECTIONS	400.00	15,200.00
			TOTAL BID		$ 75,343.50

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____ 19___.

FIRM NAME _____

BY: _____

_____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this _____ day of APR 22 1987, 19___.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

NAME OF CORPORATION

BY: Steve Bercot
PRESIDENT

ATTEST:

Secretary

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for $_____

being _____% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said City, if _____
BIDDER
shall not within _____days after Notice of Acceptance of the within bid, enter into a written Contract, and secure said contract by a bond, for the full amount of the Contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

the Contract for said work, and, if _____

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

shall enter into a Contract and furnish a 100% Performance Bond, as required, within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void: otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the lettering of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

Steve Belcot

Subscribed and sworn to before me by STEVE BELCOT

this 22 day of APR 22 1987, 19__.

My Commission Expires:

September 4 1987

W. Dean Belcot

W. DEAN BELCOT
NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by _____

this _____ of _____, 19__.

My Commission Expires:

_____

_____
NOTARY PUBLIC
Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19__.

My Commission Expires:

_____

_____
NOTARY PUBLIC
Resident of _____ County, IN

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, BERCOT, INC.

6015 Huguenard Road

of Fort Wayne, Indiana 46818 (hereinafter called the Principal), as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

(hereinafter called the Obligee) in the penal sum of TEN PERCENT OF THE AMOUNT BID

Dollars ($ ---10%---) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 22nd day of April 19 87.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

WATER CONTRACT 87-01

BELLE VISTA BOULEVARD - GATES DRIVE WATER MAIN REPLACEMENT

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

BERCOT, INC.

By

AMERICAN STATES INSURANCE COMPANY

By

Attorney-in-Fact

Form 9-1027
6-62

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK

(Jointly or Severally)

of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June

A. D. 19 86.

(SEAL)

AMERICAN STATES INSURANCE COMPANY

ATTEST: Dan W. Guio
Assistant Secretary

By Alanson T. Abel
Assistant Vice-President

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 26th day of June, A. D., 19 86, before me personally came Alanson T. Abel being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal: that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
February 5, 1989
My Commission Expires

Carolyn Strader
Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 22nd day of April,

A. D., 19 87.

(SEAL)

Dan W. Guio
Assistant Secretary

Form 9-1459 (8-80)

264-556

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steve Bercot (Name), the President (Position), the BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46803 (Company)

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 31 day of October, 1986, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,

2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED APR 22 1987

Steve Bercot
Signature

President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this ___ day of APR 22 1987, 19 ___.

W. Dean Bercot
W. DEAN BERCOT
NOTARY PUBLIC
Resident of Allen County, IN

My Commission Expires:
September 4, 1987

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WBEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WBEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 _____, that BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WBEREOF, this Certification has been signed this _____ day of APR 22 1987, 19__.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

(Name of Bidder/Vendor)

Stan Bercot President

(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: APR 22 1987, 19___

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808
(Name of Bidder)

By: Steven Bercot

Title: PRESIDENT

Official Address (including ZIP code) : _____

It is the policy of BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 (Company) that equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex or national origin.

In support of this policy BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 (Company) will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808 (Company) will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808
(Name of Company)

Steve Bercot PRESIDENT
(Signature of Company Official)

APR 22 1987
(Date)

BIDDING TABULATION	BELLE VISTA - GATES DR.	CONT.# 87-01	B.O.# 56-86	W.O.# 63901	22 APRIL 1987

	ENGR. EST.	BERCOT INC.	JOHN DEHNER INC.	LAND EXCAV. INC.		
CONTRACTOR						
BIDDER'S BOND		YES	YES	YES		
NON-COLLUSION AFFIDAVIT		YES	YES	YES		
FINANCIAL STATE		YES	YES	YES		
E.E.O. STATE						
COMPLETION TIME		60 days	60 days	60 days		

ITEM	QUANTITY	DESCRIPTION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1.	1875±L.F.	CL#50 DUCTILE IRON WATER MAIN	21.-	39,375.-	19.50	36,562.50	25.43	47,681.25	24.20	45,375.-				
2.	8 EA.	6" VALVE W/BOX	400.-	3200.-	350.-	2800.-	626.25	5,010.-	415.-	3320.-				
3.	6 EA.	6" x 6" TEE	250.-	1500.-	146.-	876.-	129.28	775.68	210.-	1260.-				
4.	1 EA.	6" x 90° ELL	200.-	200.-	100.-	100.-	92.48	92.48	125.-	125.-				
5.	1 EA.	6" x 11 1/4° ELL	200.-	200.-	100.-	100.-	97.09	97.09	125.-	125.-				
6.	3 EA.	TYPE III FIRE HYDRANT ASSEMBLY	1600.-	4800.-	1395.-	4185.-	1692.72	5078.16	2035.-	6105.-				
7.	1 EA.	TYPE V FIRE HYDRANT ASSEMBLY	1500.-	1500.-	1170.-	1170.-	1400.69	1400.69	1735.-	1735.-				
8.	225±L.F.	ASPHALT STREET RESTORATION	18.-	4050.-	25.-	5625.-	13.23	2976.75	8.50	1912.50				
9.	175±L.F.	ASPHALT DRIVE RESTORATION	15.-	2625.-	23.-	4025.-	11.47	2007.25	6.40	1120.-				
10.	40±S.Y.	CONCRETE DRIVE RESTORATION	22.-	880.-	35.-	1400.-	16.07	642.80	35.40	1416.-				
11.	150±L.F.	STONE SURFACE RESTORATION	05.-	750.-	5.-	750.-	5.14	771.-	1.00	150.-				
12.	90±S.F.	CONCRETE WALK REPLACEMENT	02.25	202.50	5.-	450.-	13.80	1242.-	3.60	324.-				
13.	1400±L.F.	GRASS AREA RESTORATION	01.-	1400.-	1.50	2100.-	0.58	812.-	3.10	4340.-				
14.	38 EA.	3/4" WATER SERVICE CONNECTIONS	400.-	15200.-	400.-	15,200.-	462.-	17556.-	615.-	23,370.-				
		TOTAL BID		$ 75882.50		$ 75,343.50		$ 86143.15		$ 90,677.50				

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Admn. Appr. _____

TITLE OF ORDINANCE Water Contract No. 87-01, Belle Vista Blvd.-Gates Water Main ~~Replacement~~

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Water Contract No. 87-01 - Belle Vista - Gates Dr. Water Main Replacement is necessary to install 1,875± L.F. of 6" ductile iron water main as follows:

On Belle Vista Blvd., beginning at a point 250± feet west of Old Trail Road, westward to Gates Drive. On Gates Drive from Belle Vista Blvd. north to its terminus.

S-87-05-06

Bercot, Inc., is the Contractor.

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $75,343.50

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-05-06

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Water Contract No. 87-01 - Belle Vista Blvd. - Gates Water Main Replacement, between Bercot, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Charles B. Redd	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
Thomas C. Henry	THOMAS C. HENRY	
For Absent	BEN A. EISBART	
Samuel J. Talarico	SAMUEL J. TALARICO	

CONCURRED IN 5-26-87.

SANDRA E. KENNEDY
CITY CLERK